

that said notes should be paid;

That before this transaction defendant had rendered political services for the Union Pacific rail road company in opposing the nomination of Amasa Cobb of Lincoln, Nebraska, for supreme judge;

That for these services defendant received the sum of Three Hundred Dollars from the hand of JOHN M. THURSTON, of Omaha, Nebraska, one of the Union Pacific railroad's political managers;

And that said Thurston at that time took defendant's notes for the said sum of three hundred dollars;

But that said note, long since due, has never been presented to this defendant for payment, and it was not intended at the time that it should on the part of said Thurston or said defendant that the same should be paid;

That said Thurston at that time said, "We do business this way for safety, you know. It is a sort of guaranty;"

That at the time defendant gave the note mentioned in plaintiff's petition, the note for three hundred dollars above mentioned was due, and that plaintiff had good reason to believe, and did believe, that said Kimball never intended to press the payment of said notes and mortgage;

And said defendant charges the fact to be that said plaintiff, Fred Nye, is not the real party in interest in the prosecution of this action, and that said Thomas L. Kimball is the real party in interest.

Said defendant further says that the said sum of twelve hundred dollars was intended as a payment for political services in the election of a United States senator, and that said services have been rendered in accordance with the agreement aforesaid.

Said defendant further says that the sum of four hundred and forty-two dollars mentioned in plaintiff's petition was agreed to be advanced by said Kimball for services of a political character, to be rendered by this defendant in the election of a United States senator at the last senatorial election;

That it was agreed that said money should be applied in the payment of certain notes originally given by defendant to Charles W. Dake and held by Nathan Campbell and Elisha C. Calkins, his assignees for the benefit of creditors;

That among said notes was one signed by this defendant and Alexander H. Conner and Francis G. Hamer as his sureties; the face of said note was two hundred dollars and the interest and principal to this date amounts to two hundred and forty-three and 33-100 dollars.

That on the 16th day of October, 1880, the said Francis J. Hamer had been nominated by the republican party of Buffalo county, Nebraska, for the office of representative in the state legislature of the state of Nebraska, a body of men authorized to elect United States senators;

That the legislature then to be elected were required by law at its first session to elect a United States senator;

That said Hamer was understood to be unfriendly to the election of said A. S. Paddock or said Albinus Nance to the said office of United States senator;

That it was understood that one Simon C. Ayer, of the town of Gibbon, in the said county of Buffalo, was friendly to the election of either said Paddock or said Nance;

That because said Hamer would not vote for said Nance or said Paddock if elected to the legislature, the said

Thomas L. Kimball, in the interest of the Union Pacific railroad and its political managers, requested this defendant to oppose the election of said Hamer and to favor the election of said Ayer through the columns of his newspaper and otherwise;

That said defendant then said that he did not want to oppose said Hamer while Hamer remained security on one of his notes;

That it was then agreed that said note, on which said Connor and Hamer were sureties, should be paid out of said sum of four hundred and forty-two dollars;

And that this defendant would oppose said Hamer's election and work for the election of said Ayer;

And defendant says that he immediately began to oppose the election of said Hamer and to work for said Ayer, and that said Ayer was elected by a large majority and voted as a member of the legislature for A. S. Paddock as United States senator;

That said Kimball, nor anyone on his behalf, never paid the said note secured by the said Connor and said Hamer, and that at least two hundred and forty-three and 33-100 dollars of the said sum last mentioned in plaintiff's petition has never been secured by this defendant according to said agreement or otherwise.

SECOND DEFENSE.

And for a second defense to the petition of the said plaintiff the said defendant says that he performed political services for the said plaintiff at his instance and request as an editor and publisher of a newspaper, and otherwise;

That he advocated at great expense to himself of composition, presses, ink, and types, and editorial labor, the election to office of such men as the plaintiff requested him to work for;

That such men were elected and that the services were reasonably worth the said several sums of money alleged to be due from defendant to plaintiff, and that no balance remains due to the said plaintiff from the said defendant;

THIRD DEFENSE.

And for third defense to the petition of the said plaintiff the said defendant says that the said plaintiff, Fred Nye, as the agent of one Thomas L. Kimball of Omaha, Nebraska, took the said notes and mortgage mentioned in plaintiff's petition in his own name and that said Kimball is the owner and holder of said notes and mortgages and not said Nye;

That said Kimball furnished the defendant the several sums of money mentioned in plaintiff's petition, except the sum of \$243.33, that should have been paid on the note secured by A. H. Conner and F. G. Hamer, mentioned in plaintiff's first defense;

And that said Nye is not the real party in interest and that said Kimball is indebted to the defendant for editorial services and printing and political labor in an amount equal to the said several sums of money mentioned in plaintiff's petition and which he asks may be set off against said plaintiff's claim.

Wherefore defendant prays judgment for a return of the property taken or for its value in case it cannot be returned and for his damages because of the plaintiff's wrongful taking and detention of the goods and chattels mentioned in his petition, in the sum of one thousand dollars.

WILLIAM C. HOLDEN, Defendant.

STATE OF NEBRASKA } s. s.
BUFFALO COUNTY. }

William C. Holden, being first duly sworn, deposes and says that he is the defendant in the above entitled action; that he has read the foregoing answer, and knows the FACTS THEREIN STATED TO BE TRUE.

W. C. HOLDEN.

Subscribed in my presence and sworn to before me this 6th day June, 1881.

EMERY PECK, Clerk, D. C.

By F. M. HALLOWELL, Deputy.

Resolutions of Condolence.

On the death of Bro J. W. Zigler, and extending heartfelt sympathy to his bereaved family were passed by Biaine Center Alliance, No. 716 at its meeting July 8th.

Signed, { D. W. BURD.
T. J. RENICK.
J. F. CAMPBELL.

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